

**North Canton City Council Notice
Committee of the Whole Agenda
Monday, November 3, 2014 – immediately following the 7:00 p.m. Council Meeting**

North Canton City Council will meet as a Committee of the Whole **Monday, November 3, 2014 immediately following the 7:00 p.m. Council Meeting** in the Council Chambers at North Canton City Hall.

Items to be discussed.

1. Street and Alley Committee

Chairperson: Dominic Fonte
Vice Chairperson: Daniel Peters
Mark Cerreta
Doug Foltz
Dan Griffith
Marcia Kiesling
Stephanie Werren

An ordinance authorizing the vacation of a portion of Alley No. 4, being a 14-foot alley between lots 829 and 735, running east from the east line of McKinley Avenue SE, to the east line of said lots, located within the corporate limits of the City of North Canton.

1. Water, Sewer and Rubbish Committee

Chairperson: Mark Cerreta
Vice Chairperson: Dan Griffith
Doug Foltz
Dominic Fonte
Marcia Kiesling
Daniel Peters
Stephanie Werren

- (a) An ordinance authorizing the Mayor of the City of North Canton, through the Board of Control, to enter into a revised Supplemental Sewer Agreement by and between the City of North Canton and the City of Canton for Operations, Maintenance, and Replacement ("OM&R") of sanitary sewers, and to amend the March 22, 1974 Agreement and the series of supplements thereafter, and declaring the same to be an emergency.
- (b) An ordinance authorizing the Mayor of the City of North Canton to enter into a two-year extension of the contract with Southside Environmental Group for the cleaning of five sludge lagoons and one wash water lagoon at the North Canton's Drinking Water Plant.

Committee of the Whole
Monday, November 3, 2014

2. Finance and Property Committee

Chairperson: Dan Griffith
Vice Chairperson: Marcia Kiesling
Mark Cerreta
Doug Foltz
Dominic Fonte
Daniel Peters
Stephanie Werren

- (a) An ordinance repealing and replacing Ordinance No. 55 – 14 thereby authorizing the supplemental appropriation of funds of the City of North Canton, Ohio, to be appropriated from the unappropriated resources of the Capital Project Fund to the Facilities Account in the amount of \$625,000.00 for the current expenses during the fiscal year ending December 31, 2014, and declaring the same to be an emergency.
- (b) An ordinance authorizing the Chief of Police of the City of North Canton to dispose of unclaimed property such as bicycles and bicycle parts in the custody of the Police Department by donating the unclaimed property to the Salvation Army, and declaring the same to be an emergency.
- (c) An ordinance authorizing the Director of Finance of the City of North Canton to establish a fund entitled Indoor Firearms Training Range Improvement Fund (Fund #334) for the purpose of accounting for the related revenue and expenditures associated with the updates to the indoor firearms training range.
- (d) Discussion of the Christmas tree

Mary Beth Bailey
Clerk of Council

- c: Council, Director of Law
Mayor, Director of Administration
Director of Finance, City Engineer
Director of Permits & Development
Police Chief, Fire/EMS Chief
Press

North Canton City Council
Street and Alley Committee

Ordinance No. - 2014

An ordinance authorizing the vacation of a portion of Alley No. 4, being a 14-foot alley between lots 829 and 735, running east from the east line of McKinley Avenue SE, to the east line of said lots, located within the corporate limits of the City of North Canton.

WHEREAS, the parcel owners, pursuant to R.C. 713.02, initiated said vacation of a portion of Alley No. 4; and

WHEREAS, North Canton City Council, upon public hearing, is satisfied that there is a good cause for such vacation, that the portion vacated is no longer needed by North Canton, and that the vacation will not be detrimental to the general interest.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, STATE OF OHIO:

- Section 1. That said portion of Alley No. 4, being 14-foot alley between lots 829 and 735, running east from the east line of McKinley Avenue SE, to the east line of said lots, located within the corporate limits of the City of North Canton, be, and the same is hereby vacated.
- Section 2. That the vacation plat is on file in North Canton's Engineering Department, who shall record the vacation at the Stark County Recorder's Office upon the effective date of this ordinance.
- Section 3. That this ordinance shall take effect and be in full force from and after the earliest period allowed by law.

Passed in Council this _____ day of _____, 2014

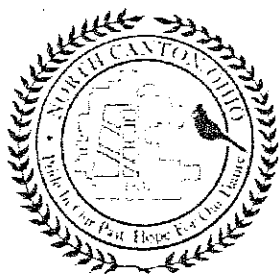
David Held, Mayor

Signed: _____, 2014

ATTEST:

Mary Beth Bailey, Clerk of Council

May Beth



City of NORTH CANTON, OHIO

145 NORTH MAIN STREET
NORTH CANTON OHIO 44720-2587

PLANNING COMMISSION

September 18, 2014

NOTICE

The North Canton Planning Commission will hold a public meeting on **October 8, 2014 at 7:00 P.M.** in Council Chambers at North Canton City Hall.

The agenda will be as follows:

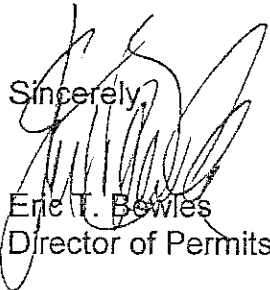
- Minutes of the February 5, 2014 meeting – submitted for approval and signature

PUBLIC HEARING

- PC403-14CU** Conditional Use Hoover District South Parking Lot Expansion
Parking in R-2F District (conditional use)
- PC405-14VA** Tabled 8/6 Partial Alley 4 Vacation Plat (Mr. LaBarba/Mr. DiPietro)
- PC407-14SP** Tabled 8/6 Pyramid Networks/Verizon tower
Proposed Cell Tower – Applegrove St NW – WW Schaub property
- PC411-14CU/SP** Conditional Use/Site Plan proposed restaurant, Applegrove St NW
Drive-through and outdoor dining (conditional uses)
Total Site Plan includes multiple Zoning Districts

All residents and/or interested parties are encouraged to attend this public meeting.

Sincerely,


Eric T. Bowles
Director of Permits and Development

EB/ljt

Y:\PLANNING\Agendas\2014 Agendas\October 2014\Agenda.doc

RECEIVED

OCT 02 2014

COUNCIL OFFICE
NORTH CANTON, OHIO

VACATION PLAT

PART OF ALLEY NO. 4

BEING A 14 FOOT ALLEY BETWEEN LOTS 829 AND 735
AND RUNNING EAST FROM THE EAST LINE OF MCKINLEY
AVE. S.E. TO THE EAST LINE OF SAID LOTS,
IN THE CITY OF NORTH CANTON,
STARKE COUNTY, OHIO.

I HEREBY CERTIFY THAT THIS IS A CORRECT PLAT OF THE VACATION OF PART OF
ALLEY NO. 4 IN THE CITY OF NORTH CANTON, OHIO AS SHOWN HEREON THIS
PLAT BEING A TRUE AND CORRECT REPRESENTATION OF THE REALITY OF THE
PROPERTIES ARE BASED ON PUBLIC RECORDS AS OF DATE OF THIS PLAT.

BRUCE D. CORREY, PS NO. 8498

I HEREBY CERTIFY THAT THE VACATION OF ALLEY NO. 4 AS DESCRIBED ABOVE,
IN THE CITY OF NORTH CANTON, OHIO, WAS VACATED BY ORDINANCE NO. _____
THIS _____ DAY OF _____, 20____.

CLERK OF COURSE
MARY BEITH BAILEY

APPROVED AND GIVEN LOT NUMBERS THIS _____ DAY OF _____, 20____.

CITY ENGINEER
JAMES J. BENEVOLO

ENTERED FOR TRANSFER THIS _____ DAY OF _____, 20____.

STARKE COUNTY AUDITOR
ALAN HANCOCK

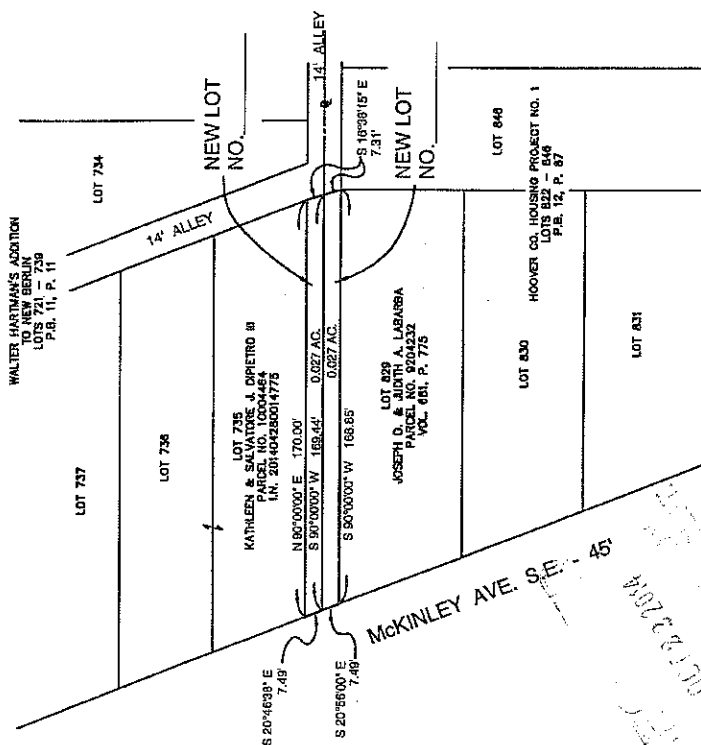
RECEIVED FOR RECORD THIS _____ DAY OF _____, 20____.
RECORDED IN _____

STARKE COUNTY RECORDER
RICK CAMPBELL



BUCKEYE SURVEYING SERVICES, INC.
1050 LIBERTY LANE N.W.
NORTH CANTON, OHIO 44720
(330)968-5259 FAX 968-5280

SCALE: 1"=30' DATE: SEPT. ,2014



DRAFT

COPY

HOTEL

THIS VACATION PLAT IS BASED ON RECORD INFORMATION.
NO SURVEY MARKERS WERE SET OR ARE TO BE SET.

BASE OF BEARINGS:

ASSUME N80°00'00"E ON THE SOUTH LINE OF LOT 739
AND THE NORTH LINE OF LOT 829.

DATA USED:

PLATS AND DEEDS AS SHOWN

RECEIVED

OCT 24 2014

COUNCIL OFFICE
NORTH CANTON, OHIO

VACATION PLAT

PART OF ALLEY NO. 4
BEING A 14 FOOT ALLEY BETWEEN LOTS 829 AND 735
AND RUNNING EAST FROM THE EAST LINE OF MCKINLEY
AVE. S.E. TO THE EAST LINE OF SAID LOTS.
IN THE CITY OF NORTH CANTON,
STARK COUNTY, OHIO.

I HEREBY CERTIFY THAT THIS IS A CORRECT PLAT OF THE VACATION OF PART OF
ALLEY NO. 4 IN THE CITY OF NORTH CANTON, OHIO, AS SHOWN HEREON. THIS
DAY OF _____, 20____, CERTIFICATION OF AGENCY OF
PROPERTIES ARE BASED ON PUBLIC RECORDS AS OF DATE OF THIS PLAT.

BRUCE D. CONERY, PS NO. 8489

I HEREBY CERTIFY THAT THE VACATION OF ALLEY NO. 4 AS DESCRIBED ABOVE,
IN THE CITY OF NORTH CANTON, OHIO, WAS VACATED BY ORDINANCE NO. _____
THIS _____ DAY OF _____, 20____.

CLERK OF COURSE
MARY BETH BAILEY

APPROVED AND GIVEN LOT NUMBERS THIS _____ DAY OF _____, 20____.

CITY ENGINEER
JAMES J. BENEKOS

ENTERED FOR TRANSFER THIS _____ DAY OF _____, 20____.

STARK COUNTY AUDITOR
ALAN HAROLD

RECEIVED FOR RECORD THIS _____ DAY OF _____, 20____.
RECORDED IN _____

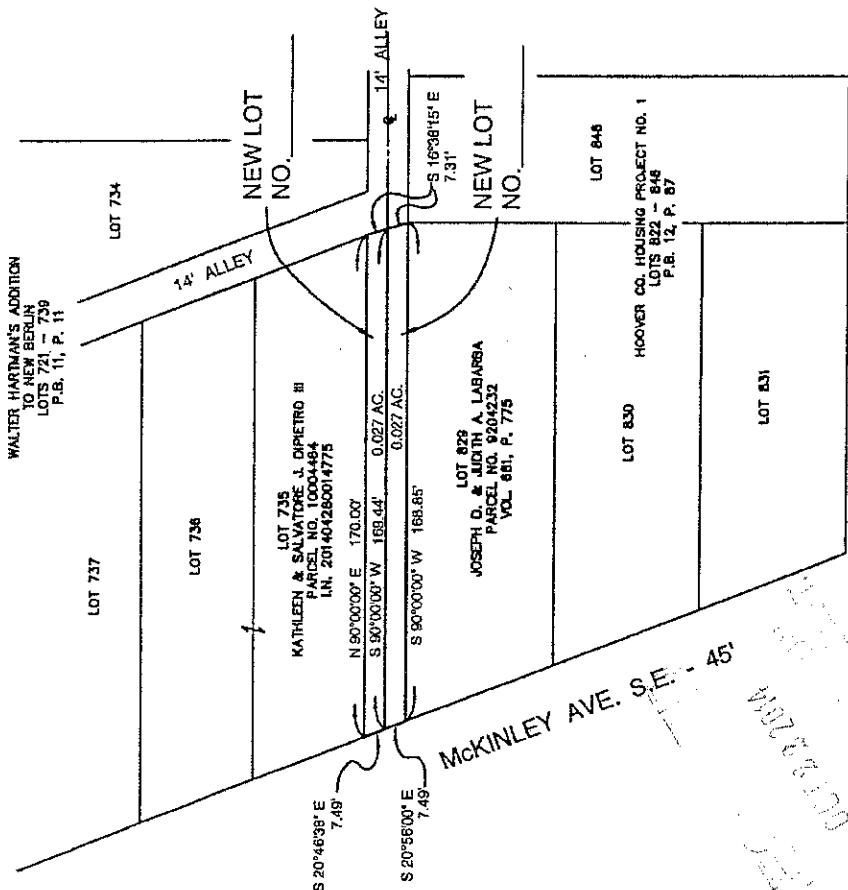
STARK COUNTY RECORDER
RICK CAMPBELL



BUCKEYE SURVEYING SERVICES, INC.
1050 LIBERTY LANE N.W.
NORTH CANTON, OHIO 44720
(330)966-5259 FAX 966-5260

CLARK/STARK/PS/NO. 1101

SCALE: 1"=30' DATE: SEPT. ,2014



DRAFT

COPY

NOTE:

THIS VACATION PLAT IS BASED ON RECORD INFORMATION.
NO SURVEY MARKERS WERE SET OR ARE TO BE SET.

BASED ON BEARINGS:

ASSUME N80°00'00"E ON THE SOUTH LINE OF LOT 736
AND THE NORTH LINE OF LOT 829.

DATA USED:

PLATS AND DEEDS AS SHOWN

RECEIVED

OCT 24 2014

COUNCIL OFFICE
NORTH CANTON, OHIO

North Canton City Council
Water, Sewer and Rubbish Committee

Ordinance No. - 2014

An ordinance authorizing the Mayor of the City of North Canton, through the Board of Control, to enter into a revised Supplemental Sewer Agreement by and between the City of North Canton and the City of Canton for Operations, Maintenance, and Replacement ("OM&R") of sanitary sewers, and to amend the March 22, 1974 Agreement and the series of supplements thereafter, and declaring the same to be an emergency.

WHEREAS, North Canton and Canton are fully authorized to enter into this agreement; and

WHEREAS, the basic agreements obligate North Canton and Canton to revise same as necessary and required; and

WHEREAS, the basic agreements provide for OM&R cost sharing between the parties (North Canton, Canton, and Stark County); and

WHEREAS, the Supplemental Sewer Agreement dated July 16, 2013, established the method for determination of North Canton's share of OM&R costs at the Canton Water Reclamation Facility; and

WHEREAS, it has been determined that the OM&R cost sharing method requires modification; and

WHEREAS, North Canton and Canton agreed to structure a repayment plan acceptable to both parties following acceptance of a study; and

WHEREAS, it has been determined that the best method for determining the percentages allocable to the several parties for OM&R costs will be the Single Family Equivalent method.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

- Section 1. That the Mayor of the City of North Canton, through the Board of Control, be, and is hereby authorized to enter into a revised Supplemental Sewer Agreement by and between North Canton and Canton for Operations, Maintenance, and Replacement of sanitary sewers, and to amend the March 22, 1974 Agreement and the series of supplements thereafter.
- Section 2. The City of Canton agrees that the City of North Canton has been overbilled for OM&R since July 1, 2013. The City of Canton shall credit one hundred percent (100%) of North Canton's monthly invoices until the amount stipulated has been repaid.
- Section 3. That if a provision of this ordinance is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.

Section 4. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and peace of the City of North Canton, is further necessary for the timely acceptance of the revised Supplemental Sewer Agreement, improvements to the Canton Water Reclamation Facility, and so that North Canton may immediately begin to receive credit for its overpayments; wherefore, provided it receives the affirmative vote of six (6) or more members of Council elected thereto, this ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor.

Passed in Council this _____ day of _____, 2014

David Held, Mayor

Signed: _____, 2014

ATTEST:

Mary Beth Bailey, Clerk of Council



City of NORTH CANTON, OHIO

145 NORTH MAIN STREET
NORTH CANTON OHIO 44720-2587

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OCT 27 2014

ADMINISTRATION
NORTH CANTON, OHIO

LEGISLATION REQUEST

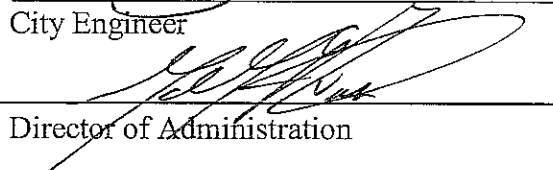
October 24, 2014

To: **DANIEL J. PETERS, *President***
City Council

Subject: **CANTON SEWERS** – Revised O, M & R Agreement

Requested By: 
City Engineer

Date: 10/24/14

Approved By: 
Director of Administration

Date: 10/28/14

An ordinance authorizing the Mayor, through the Board of Control to enter into a revised agreement with the City of Canton for Operations, Maintenance, and Replacement for sanitary sewers.

NOTE; This agreement was revised per Ord. No. 48-13 however, an inconsistency was recently discovered resulting in a credit to North Canton of \$50,000+ and reduced payments to Canton.

EMERGENCY REQUESTED: Yes X No

RECEIVED

OCT 28 2014

COUNCIL OFFICE
NORTH CANTON, OHIO

RECORD OF ORDINANCES

Ordinance No.	48-13	Passed	20
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6/18/13-gmk
(Finance & Property)

Ordinance No. 48-13

An ordinance authorizing the Mayor of the City of North Canton, through the Board of Control, to enter into a revised Supplemental Sewer Agreement by and between the City of North Canton ("North Canton") and the City of Canton ("Canton") for Operations, Maintenance, and Replacement ("OM&R") of sanitary sewers, and to amend the March 22, 1974 Agreement and the series of supplements thereafter, and declaring the same to be an emergency.

WHEREAS, North Canton and Canton are fully authorized to enter into this agreement; and

WHEREAS, the Basic Agreements obligate North Canton and Canton to revise same as necessary and required; and

WHEREAS, the Basic Agreements provide for OM&R cost sharing between the Parties (North Canton, Canton, and Stark County); and

WHEREAS, the Supplemental Sewer Agreement dated November 30th, 2009 required that the percentage share of the flow between the Parties be determined and accepted within thirty-six (36) months of the effective date of the Agreement; and

WHEREAS, the same Agreement required that the difference in percentage between the temporary 7.5 share of the OM&R for North Canton and the share determined by the flow metering studies be determined; and

WHEREAS, North Canton and Canton agreed to structure a repayment plan acceptable to both Parties following acceptance of the study; and

WHEREAS, it has been determined that the best method for determining the percentages allocable to the several parties for OM&R costs will be the Single Family Equivalent method.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

Section 1. That the Mayor of the City of North Canton, through the Board of Control, be, and is hereby authorized to enter into a revised Supplemental Sewer Agreement by and between North Canton and Canton for Operations, Maintenance, and Replacement of sanitary sewers, and to amend the March 22, 1974 Agreement and the series of supplements thereafter.

Section 2. That if a provision of this ordinance is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.

RECORD OF ORDINANCES

Dayton Legal Blank, Inc.

Form No. 3404

Ordinance No. 48-13

Passed June 24, 2013

Section 3. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and peace of the City of North Canton and further necessary for the timely acceptance of the revised Supplemental Sewer Agreement and improvements to the Canton Water Reclamation Facility; wherefore, provided it receives the affirmative vote of six (6) or more members of Council elected thereto, this ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor.

North Canton, OH

Passed: 6/24/13

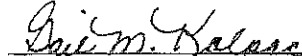


MAYOR

DIRECTOR OF ADMINISTRATION*

SIGNED: 6/24/, 2013

ATTEST:


CLERK OF COUNCIL

*Pursuant to Section 3.01 of the North Canton Charter

**CANTON-NORTH CANTON
SEWER AGREEMENT
SUPPLEMENT**

OPERATION, MAINTENANCE AND REPLACEMENT COST SHARING

This agreement is made and entered into this _____ day of _____, 2014, by and between the **CITY OF NORTH CANTON, OHIO**, a charter municipal corporation, organized and existing under the laws of the State of Ohio, hereinafter referred to as “**NORTH CANTON**”, and the **CITY OF CANTON, OHIO**, a municipal corporation organized and existing under the laws of the State of Ohio, hereinafter referred to as “**CANTON**”. This agreement upon its signing by the respective executive authorities of North Canton and Canton shall supplement and amend the March 22, 1974, agreement and the series of supplements thereafter between **NORTH CANTON** and **CANTON**.

WHEREAS, Canton and North Canton are fully authorized to enter into this agreement; and

WHEREAS, the Basic Agreements obligate Canton and North Canton to revise same as necessary and required; and

WHEREAS, the Basic Agreements provide for Operation, Maintenance, and Replacement (OM&R) cost sharing between the parties; and

WHEREAS, the Supplemental Sewer Agreement dated July 16, 2013, established the method for determination of North Canton’s share of OM&R costs at the Canton Water Reclamation Facility (WRF); and

WHEREAS, it has been determined that the OM&R cost sharing method requires modification;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth, and of other good and valuable considerations, the parties do hereby agree to amend the basic agreements as follows:

Section 1.0 OM&R Cost Sharing

1.01 Section 1.04 of the Supplemental Sewer Agreement dated July 16, 2013 shall be revised to read as follows:

“Engineering and Collection Systems expenses charged to the Sewer Fund shall be billed at 25% of the calculated OM&R percentage.”

Section 2.0 Reimbursement for Overbilling

2.01 Canton and North Canton agree that North Canton has been overbilled for OM&R since July 1, 2013.

2.02 The calculated amount of overpayment by North Canton to Canton is equal to \$51,209.66 (as of 10/08/14). A final amount shall be calculated at the time of final execution of this agreement.

2.03 Canton shall credit one-hundred percent (100%) of North Canton’s monthly invoices until the amount stipulated in Section 2.02 is repaid.

If and to the extent that this may be required, any and all other provisions of the Basic Agreements which may be inconsistent with the terms of this Supplemental Agreement, are hereby amended so as to conform hereto.

Except as amended hereby, the Basic Agreements are hereby confirmed in all other respects.

This agreement includes the exhibits hereto, which are fully a part of this Agreement as if herein fully set forth in writing.

IN WITNESS WHEREOF, North Canton and Canton have caused this Supplemental Agreement to be executed by their respective officers thereunto duly authorized and the Agreement shall be in effect as of the day and year first above written.

APPROVED AS TO FORM:

Law Director,
Canton, Ohio

By: Mayor of Canton

By: Public Service Director of Canton

APPROVED AS TO FORM:

Director of Law,
North Canton, Ohio

By: Mayor of North Canton

North Canton City Council
Water, Sewer and Rubbish Committee

Ordinance No. - 2014

An ordinance authorizing the Mayor of the City of North Canton to enter into a two-year extension of the contract with Southside Environmental Group for the cleaning of five sludge lagoons and one wash water lagoon at North Canton's Drinking Water Plant.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON,
COUNTY OF STARK, STATE OF OHIO:

- Section 1. That the Mayor of the City of North Canton, be, and is hereby authorized, through the Board of Control, to enter into a two-year year extension of the contract with Southside Environmental Group for the cleaning of five sludge lagoons and one wash water lagoon at North Canton's Drinking Water Plant. The two-year extension of the contract will run from June 15, 2015 through June 15, 2017.
- Section 2. That the Director of Finance of the City of North Canton, Ohio, be, and is hereby authorized to draw funds necessary for the payment of the above specified contract from the applicable appropriation upon receipt of vouchers duly approved by the proper departmental authority.
- Section 3. That this ordinance shall take effect and be in full force from and after the earliest period allowed by law.

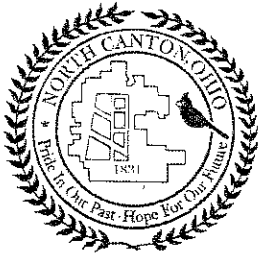
Passed in Council this _____ day of _____, 2014

David Held, Mayor

Signed: _____, 2014

ATTEST:

Mary Beth Bailey, Clerk of Council



145 North Main St. · North Canton, OH 44720
Phone: 330-499-8223 Fax: 330-305-0603
mgrimes@northcantonohio.gov

CITY OF NORTH CANTON

Michael J. Grimes
Director of Administration

Legislation Request

To: Daniel J. Peters, Council President
Date: October 28, 2014
Subject: Extension of Sludge Lagoon Contract

I am requesting Council authorize the Mayor of the City of North Canton to enter into a 2-year extension of the current Sludge Lagoon Cleaning Contract with Southside Environmental Group.

The Sludge Lagoon Cleaning Contract was originally bid and awarded in June 2012 for a 3-year contract period that will end June 14, 2015. The contract contains language allowing by mutual consent to extend the contract 2 years from June, 15, 2015 to June 15, 2017. Southside Environmental has asked that the contract be extended and Administration has no objections to the request.

Our City Law Director has recommended that I seek Council's approval since the renewal contract language requires consent from both parties as opposed to "no action" to extend the contract period.

EMERGENCY REQUESTED ☐ YES ☒ NO

Respectfully Submitted,

Michael J. Grimes

Copy; DWP Superintendent Mark Leichtamer
File

RECEIVED

OCT 28 2014

COUNCIL OFFICE
NORTH CANTON, OHIO

Mike Grimes

From: John Hockensmith
Sent: Tuesday, October 07, 2014 16:24
To: Mark Leichtamer
Cc: Mike Grimes
Subject: Fwd: southside environmental group contract extension cleaning of sludge lagoons

Sent from my iPhone

Begin forwarded message:

From: <jake@southsideenvironmental.com>
Date: October 7, 2014 at 4:05:49 PM EDT
To: <jhockensmith@northcantonohio.gov>
Subject: southside environmental group contract extension cleaning of sludge lagoons

John,

Good afternoon. I hope all has been well. I wanted to touch base on the extension clause in the contract book dated 6/1/12. On page 16 under Option agreement it states that both parties can extend the contract by (2) mutual options for (2) years each. The first one needs to be entered into 90 days before june 15, 2015 and I wanted to see about executing this first option now before next year. This will lock the contract in until june 15, 2017 and will keep you the same unit price for another 2 years. Please let me know if you would like to proceed with this and if I need to sign any documents executing this extension.

Thanks John

Jake Schimley
Member
Southside Environmental Group, LLC
jake@southsideenvironmental.com
PH: (330) 750-9090 / Fax: (330) 750-9092
www.southsideenvironmental.com

CONTRACT

For the construction of Cleaning Five (5) Sludge Lagoons and One (1) Wash Water Lagoon for the City of North Canton, Ohio.

CITY OF NORTH CANTON, OHIO

THIS AGREEMENT, made and entered into at North Canton, Ohio, this 12th Day of JUNE, 2012, by and between the City of North Canton, Ohio, Party of the First Part, by its Board of Control, as authorized by Ordinance Number 41-12, passed by the Council of said City on April 23, 2012, and a corporation, partnership, individual of SOUTH SIDE ENVIRONMENTAL Contractor, Party of the second Part.

WITNESSETH: That the said Party of the Second Part has agreed and by these presents does agree that the Party of the First Part, for the consideration hereinafter mentioned and contained, and under penalty expressed in a bond bearing even date with these presents, and herein contained or hereunto annexed to furnish at his own cost and expense, all the necessary materials, labor, superintendence, tools and appliances, and shall execute, construct, finish and test in an expeditious, substantial and workmanlike manner, said improvements shown on the contract drawings described in the included specifications or required by the City, with all equipment appurtenances, commencing work within twenty (20) days from the date of Notice to Proceed from the City and executing the same within the time and in the manner specified and in conformity with the requirements set forth in the specifications herein contained or hereunto attached in accordance with contract drawings of said work on file in the office of the City Engineer, and all to the acceptance of said Party of the first Part.

The Party of the Second Part shall proceed with the said work in a prompt and diligent manner and shall do the several parts thereof, at such times and in such order as the City Engineer and/or the Drinking Water Plant Superintendent may direct. Further, he shall complete the whole of said work in accordance with the specifications and contract drawings to the satisfaction of the City Engineer and/or the Drinking Water Plant Superintendent and within 3 years from the date of the Notice to Proceed as stipulated for the contract in the proposals, and in default thereof, the Party of the Second Part shall pay to the Party of the First Part an amount equal to One Thousand Dollars (\$1,000.00) for each and every day (Sunday and legal holidays excepted) the completion of the work may be delayed beyond the date fixed in the manner and as stipulated.

The Party of the First Part shall not be liable, to the Party of the Second Part for any neglect, default, delay or interference of or by another contractor nor shall any such neglect, default, delay

Contract – Continued

or interference of any other contractor, or alteration which may be required in said work, release the Party of the Second Part from the obligation to finish the said work within the time aforesaid, or from the damage to be paid in default thereof.

If the contractor shall fail to comply with any terms, conditions, provisions or stipulations of this contract according to the true intent and meaning thereof, then the City may avail itself of any or all remedies provided in that behalf in the contract and shall have the right and power to proceed in accordance with the provisions thereof.

It is hereby agreed by the parties of this agreement that the provisions contained in the "Advertisement" in "Instructions to Bidders" in the "Proposal", in the "Notice to Proceed", in the "Specifications", in the "Bond", in the "Contract Plans", as well as the supplementary plans to be furnished to the contractor, shall constitute integral parts of the agreement and collectively that they shall comprise and be known as the contract.

The specifications under which the work embraced in this agreement shall be performed included the advertisement, instructions to bidders, proposal, affidavit, contract, contract bond, general conditions, detailed provisions, and item specifications, all as herein bound.

Name and address of each person or company interested in the contract:

_____/_____

None

_____/_____

It is hereby mutually agreed that the City is to pay and the contractor is to receive, as full compensation for furnishing all materials and labor in building, constructing, and testing, and in all respects completing the herein described work and appurtenances in the manner and under the conditions herein specified, and the prices stipulated in the proposal herein contained or hereto annexed.

Subject to the applicable provisions of law, this contract shall be full force and effect as a contractor form and after the date when fully executed and approved counterpart hereof is delivered to the contractor.

Contract – Continued


Term of the Contract:

The term of the contract shall be for three (3) years, specifically the years June 15, 2012 through June 15, 2015.

OPTION AGREEMENT:

The Parties agree that the contract may be extended by two (2) mutual options of two (2) years each, if both Parties consent. The first option may be entered into ninety (90) days before expiration for years June 15, 2015 through June 15, 2017. The second option may be entered into ninety (90) days before expiration for years June 15, 2017 through June 15, 2019. Either Party may decline to exercise either option.

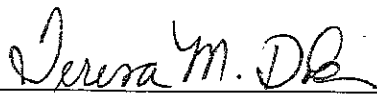
The City of North Canton

Attest:  By:
MAYOR

Date: 7-17-12

ATTEST
Mayor 

Contractor

Attest:  Name:

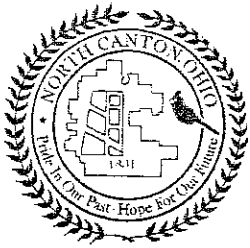
(Company)

Date: 7.20.12 Address:

By: 

Title: owner

(If the Contractor is a corporation, there shall be attached a resolution of the Directors empowering the officer signing to so act in behalf of the corporation.)



145 North Main St. · North Canton, OH 44720

Phone: 330-499-8223 Fax: 330-305-0603

mgrimes@northcantonohio.com

CITY OF NORTH CANTON

Michael J. Grimes

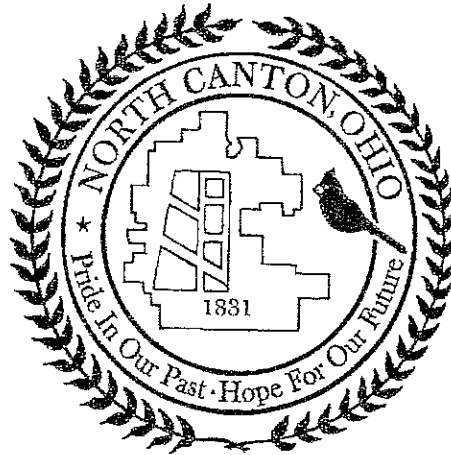
Director of Administration

AGENDA FOR BOARD OF CONTROL MEETING

June 11, 2012 in the Administration Office of North Canton City Hall at 6:30pm.

1. Authorizing the Mayor of the City of North Canton, through the Board of Control, to enter into an Agreement for the purchase of One (1) Ford F 540 Dump Truck, for use by the Street Department, from Mullinax Ford in the amount of thirty-eight thousand thirty-nine dollars and no cents (\$38,039.00) per Ord. No. 32-12.
2. Authorizing the Mayor of the City of North Canton, through the Board of Control, to enter into a contract with South Side Environmental Group for the cleaning of five sludge lagoons and one wash water lagoon at the North Canton Drinking Water Plant for a period of three (3) years per Ord. No. 41-12.
3. Authorizing the Mayor of the City of North Canton, through the Board of Control, to enter into a contract for the construction of the Rosewood Circle Sanitary and Street Project (from Westview to the cul de sac), at a cost not to exceed \$298,784.00 per Ord. No. 18-12.

CITY OF NORTH CANTON, OHIO



DIRECTOR OF ADMINISTRATION

SPECIFICATIONS FOR CLEANING OF SLUDGE LAGOONS

**BIDS DUE
JUNE 1, 2012
11:00 A.M. - EST**

**DAVID J. HELD
MAYOR**

**MICHAEL J. GRIMES
ADMINISTRATOR**

**JAMES J. BENEKOS, P.E., P.S.
CITY ENGINEER**

TABLE OF CONTENTS

LEGAL NOTICE.....	ii
INSTRUCTIONS TO BIDDERS	1
EEO/AFFIRMATIVE ACTION STATEMENT	5
PROPOSAL.....	6
PROPOSAL BOND.....	7
NON-COLLUSION AFFIDAVIT	8
VISITATION	9
SCOPE OF WORK.....	10
QUALIFICATION STATEMENT	11
AFFIDAVIT – PERSONAL PROPERTY TAX	13
CONTRACT	14
PERFORMANCE, PAYMENT AND MAINTENANCE BOND.....	17
APPROVAL OF BOARD OF CONTROL.....	19
NOTICE TO PROCEED	20
DECLARATION REGARDING MATERIAL ASSISTANCE/NON-ASSISTANCE TO A TERRORIST ORGANIZATION	21
APPENDIX A: CONSTRUCTION AND MATERIAL SPECIFICATIONS GP - 1	

LEGAL NOTICE

Sealed bids will be received by the Board of Control of the City of North Canton, Ohio, at the office of the Director of Administration, 145 North Main Street, until **11:00 A.M., Friday, June 1, 2012** as authorized by Ordinance No. **41-12**, passed by City Council on **April 23, 2012** to enter into a **Contract for cleaning five (5) sludge lagoons and one (1) wash water lagoon.**

Detailed specifications and bid forms may be obtained from the office of the City Engineer, 330-499-3465, at 220 West Maple Street, North Canton, Ohio. A charge of Twenty-Five Dollars (\$25.00) for each set of specifications taken will be required in advance with request for plans and specifications. Checks will be made payable to the City of North Canton. No refunds will be made for returned plans and specifications.

Each bid must contain the full name of each person, firm, company or corporation interested in the same and must be accompanied by a **BID BOND** for one hundred percent (100%) or **CERTIFIED CHECK** or **CASHIER'S CHECK** in the sum of ten percent (10%) of the amount of the bid, made payable to the City of North Canton, Ohio, as guarantee that the successful bidder will enter into a written contract. Such Bid Bond, or Certified Check, or Cashier's Check, will be returned to the bidder/bidders upon receipt of the signed contract from the successful bidder.

The Board of Control reserves the right to reject any bid, or any part, or parts thereof, and all bids, and to waive any informality therein.

BY ORDER OF:



Michael J. Grimes
Director of Administration

Published in **THE REPOSITORY**
May 17, and May 24, 2012

INSTRUCTIONS TO BIDDERS

1. Bidders are advised to examine, before submitting their bids, the location of the proposed work, as well as the plans, profiles, specifications and form of contract. There may be changes in the specifications from those heretofore used; it is hereby understood that a bidder has read and fully understands each and every clause embodied in all the documents which are a part of this contract. Also, no verbal information provided by the City will in any way relieve the CONTRACTOR from any risks or from fulfilling all the terms of this contract.
2. Bidders are to pay particular attention to the SCOPE OF WORK attached to the bid specification packet at page 12.
3. **Bids must be submitted on THE "PROPOSAL" FORM AT PAGE 6** of this bid specification packet. The Proposal must be signed and accompanied by a **BID BOND** or **CERTIFIED CHECK** or **CASHIER'S CHECK**, sealed and addressed to the Director of Administration of the City of North Canton and must be deposited unutilated with necessary papers attached thereto. **BIDS MUST BE SUBMITTED BY FRIDAY, JUNE 1, 2012, AT 11:00 AM TO:**

**THE DIRECTOR OF ADMINISTRATION
NORTH CANTON CITY HALL
145 NORTH MAIN STREET
NORTH CANTON, OHIO 44720**

4. A proper and complete bid must be made for every item in the proposal. Any bid, which is not a proper and complete bid or which contains bids on items not specified, may be considered informal.
5. Any bidder may withdraw his bid at any time prior to the scheduled time for the formal opening.
6. No contract will be awarded to any bidder who is in arrears to the City of North Canton upon any debt or contract, or who is a defaulter as surety or otherwise, upon any obligation to said CITY.
7. Failure to have performed satisfactorily any contract previously awarded to the bidder by the CITY will be sufficient reason for rejection of his bid.
8. Bidders are required to state in their proposals their names and places of business and the names and places of business of all persons interested with them, and if no other person be so interested, they shall distinctly state the fact.
9. In case of a partnership, the firm name and the name of each individual partner must be signed and, in the case of the corporations, one of the corporation officers duly authorized to do so shall sign his name, with title, together with the corporation name.
10. Each bid must be accompanied by a surety bond (bid bond) for one hundred percent (100%) of the bid amount or a certified check or cashier's check on some solvent bank in the sum of ten percent (10%) of the amount of the bid, made payable to the City of North Canton, as a guarantee that if the bid is accepted, a contract will be entered into and its performance properly secured.

11. In accordance with section 2909.32, et seq., the successful bidder is required to complete and execute the Ohio Department of Public Safety form – Declaration Regarding Material Assistance/No Assistance to a Terrorist Organization – which shall be part of the contract and is attached at page twenty (21).
12. After a contract has been awarded to the bidder determined to be the successful bidder, such bidder shall be required to execute the contract and furnish a performance and maintenance bond satisfactory to the Director of Administration within 10 days from the date of service of notice to that effect. In case of failure to do so, such bidder will be considered as having abandoned it, and the deposit accompanying the proposal shall thereupon be forfeited to the City of North Canton and the work may be awarded to the next qualified bidder or re-advertised, as the Board of Control may determine. Such bond shall be from an approved guaranty Company, satisfactory to the Director of Administration for the faithful performance of the contract and the maintenance obligations as hereinafter set forth for the period of three (3) years, in the sum of 100% of the total price for the completed work.
13. All proposals shall be publicly opened and read immediately after the time stated in the advertisement. A time and place for the public bid opening will be set by the Director of Administration.
14. The quantities listed in these bid specifications are approximate only and the city expressly reserves the right to increase or decrease them, or to omit any item during the course of the work that the Director of Administration may deem advisable.
15. The bidder must submit at the time requested, the various statements required.
16. Additional instructions are included in the copy of Legal Notice on page ii. The legal notice takes precedence over any portion of these instructions, which may be in conflict with the instructions.
17. Instructions must be adhered to; failure to observe them strictly shall constitute a sufficient cause for the rejection of a bid.
18. The Board of Control reserves the right to reject any or all bids. The right to award the contract to the bidder who is not handicapped with other work of such magnitude as to interfere with the execution of the work under this contract is especially reserved by the city.
19. No bid will be considered unless the bidder will furnish evidence, satisfactory to the Director of Administration in the "Qualification Statement" on page thirteen (13) that the bidder has the necessary facilities, experience and financial resources to fulfill the conditions of the contract and specifications. The Director of Administration may require more evidence if he deems it necessary.
20. The CONTRACTOR shall at all times during the progress of the work, comply with the provisions of the laws of Ohio relating to workmen's compensation and state insurance fund for the benefit of injured employees and the dependents of killed employees, and shall at all times during the progress of the work carry accident liability and property damage liability insurance in an amount sufficient to reasonably indemnify himself and his sub-contractors and also the City of

North Canton against loss from claims for personal injuries or fatal accidents to employees of the CONTRACTOR, persons engaged on the work under another contractor, employees of any sub-contractor or others engaged on or about the work or the public, and also for damages to public or private property in or along the work and to utilities in the street and to the improvement itself. The CITY reserves the right to annul this contract at any time upon receiving evidence of the CONTRACTOR'S failure to comply with the statutes as described above.

21. The attention of the bidder is called to the laws of Ohio and to Federal laws relative to the employment of laborers on public work and the necessity of being thoroughly informed in relation thereto. The bidder is required to submit a valid Ohio Bureau of Workers' Compensation Certificate of Premium Payment.
22. Particular attention of the bidder is called to the request of the City that local labor be employed wherever possible.
23. If any person who plans to submit a bid for the proposed work is in doubt as to the true meaning of the plans, specifications or contract documents, he may submit a written request to the engineer for the interpretation thereof. Any interpretation of the proposed documents will be made by addendum only, duly issued, and a copy of such addendum will be mailed or delivered to each prospective bidder. The City will not be responsible for any other explanation or interpretation of the proposed documents.
24. Changes in, or clarification of, the contract documents, determined after the date of the initial advertisement, will be made by addenda. Such addenda will be mailed or faxed to all prospective bidders at the addresses given. It is the bidder's responsibility to ascertain that all addenda have been examined and understood by him. The Director of Administration will check immediately before the bids are opened to make sure that all bidders have received copies of addenda issued.
25. The contractor agrees that in the hiring of employees for the performance of the proposed work under this contract or any sub-contract hereunder, that neither he nor any sub-contractor, shall, by reason of race, creed or color, discriminate against any citizen of the United States in the employment of labor or workers, who are qualified and available to perform the work to which the employment relates. Also, the contractor agrees that neither he nor any of his sub-contractors, nor any person acting in his behalf, shall discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, creed or color.
26. The attention of the bidder is called to the fact that the City of North Canton has in effect an income tax, which the contractor is expected to withhold on his payroll for the payment to the City. Also, the contractor's profits are subject to the same tax. The bidder is advised to get full information from the City Income Tax Office (330-499-3467) before bidding.
27. It is to be distinctly understood by the bidder that general public be subjected to as little inconvenience, discomfort, and interference, with business as possible, by providing safe crossings at intersections, detours where possible, and by dividing contract longer than 1000' into sections of workable size. Public Service Companies and the City Fire Chief shall be kept informed of the work being done and damage to utility or city property by the contractor will not be countenanced. Any such damage will have to be repaired at the contractor's expense. The contractor is to take extra precautions against the possibility of spills and should report any such or similar event immediately to the City. The contractor shall also provide contact information to the City such that someone in a responsible position with the contractor can be contacted by

phone at any time seven days a week in the event of an emergency.

28. The contractor shall keep himself fully informed and shall comply with all existing and future laws, ordinances, and regulations of the federal, state, county, and municipal governments, in any manner affecting his employees, or the conduct of the work, or materials used or employed in the work.
29. After the award of the contract, the contractor shall work with the North Canton Drinking Water Plant Superintendent or his designees to make orderly progress in a manner satisfactory to the municipality. Should the work not progress satisfactorily the City will give written notice of such lack of progress. If after written notice from the City the contractor makes no substantial effort to speed up his work and or make significant progress, then the municipality may notify the contractor's surety of the circumstances or may declare the work abandoned or forfeited and proceed according to General provisions, GP-1.17, attached in Appendix A.
30. Bidders are asked to bid for a three year contract. The contract will include an annual adjustment in the price paid for the services provided by the bidder. The first adjustment shall be on June 15, 2013, and shall be repeated annually thereafter. The adjustment will be the percent increase or decrease in the Consumer Price Index for All Urban Consumers (CPI-U) as published by the U.S. Department of Labor. The adjustment will be made by multiplying the percent increase or decrease in the CPI-U over the most recent twelve months reported times the current unit price and adding or subtracting the adjustment to the price used during the previous twelve months.
31. The City of North Canton may ask the successful bidder to agree to a contract which includes an option for additional contract periods beyond the initial 2012 through 2015 contract period. The City is therefore interested in proposals that include such option clauses. The City's initial proposal would be for two (2) mutual options for two (2) years each. The City and the successful bidder will negotiate the terms of any options.

Proposals are invited only from contractors who understand and accept the conditions laid down in these "Instructions to Bidders" and in the specifications following, and who expect to work in compliance with them and the plans and special provisions.

EEO/AFFIRMATIVE ACTION STATEMENT

The City of North Canton pledges to provide equal opportunity with regard to race, color, creed, national origin, sex, or age. This pledge applies to all employees and applicants for employment in connection with hiring, placement, upgrading, transfer, or demotion; recruiting, advertising, or solicitation for employment; treatment during employment; rates of pay or other forms of compensation; selection for training; layoff or termination of employment.

The City of North Canton pledges to provide equal opportunity with regard to race, color, creed, national origin, sex, or age to all interested bidders who are submitting a bid for said City.

This statement is made in accordance with Title VI of the Civil Rights Act of 1963, Executive Order 11246, dated September 24, 1965, and Executive Order 11375, dated October 13, 1969.

2/7/80 Department of Law

PROPOSAL

This proposal is for a unit price bid for the removal and disposal of sludge from the lagoons at the North Canton Drinking Water Plant.

The bidder acknowledges with the submission of this proposal that the award of a contract may be made individually per lagoon by the Board of Control for any or all lagoons over a period of three (3) years. The below listed Unit Price Bid is subject to adjustment in Year Two – 2013, and Year Three – 2014 of the contract based upon the Price Adjustment as set forth in paragraph 30, in the attached bid specification packet.

Contract must specify disposal location(s) at time of cleaning. All disposal locations will be approved by the Ohio EPA

Unit Price Bid For:

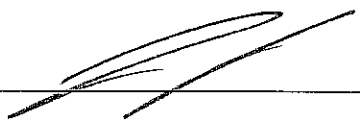
Estimate 20,000 Cubic Yards per year

\$ 7.00 C.Y.

Option Agreement:

Indicate agreement with the City's proposed Option Agreement or make a different Option Agreement proposal below:

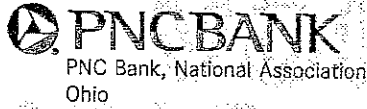
Agree with City's Option Agreement

Signed by: 

Title: owner

For: Southside Environmental Group, LLC Bidder
(Name of Company)

FORM 129064-1209
00100372



No. 419245

6-12/410

CASHIER'S CHECK

MAY 31, 2012

DATE

PAY TO THE ORDER OF CITY OF NORTH CANTON

ONE THOUSAND FOUR HUNDRED AND 00 / 100*****

\$ 1,400.00

DOLLARS

SOUTHSIDE ENVIRONMENTAL GROUP

REMITTER

NOT NEGOTIABLE
PNC Bank, National Association

Mary Merriam
OFFICIAL SIGNATURE

⑈00419245⑈ ⑆041000124⑆ 4000020309⑈

PROPOSAL BOND

(Not necessary if bid is accompanied by certified check or cashier's check)

We the undersigned, are firmly bound unto the City of North Canton, Ohio, in the sum of
\$ _____.

For the payment of which we jointly and severally bind ourselves, for

(Project)

Signed and sealed this _____ day of _____, 2012.

The condition of this obligation is such that if the above proposal is accepted and the contract
awarded to the above bidder _____

And the bidder shall, within ten (10) days after the award of said work, enter into the contract, in
writing, with sureties to be approved by the Director of Administration for a faithful performance
of said contract, this obligation to be void; otherwise, to be in full force and virtue of law.

Signed _____

Bidder

Signed _____

Surety

NON-COLLUSION AFFIDAVIT

State of Ohio, County of Stark ss:

THIS AFFIDAVIT IS TO BE FILLED OUT AND EXECUTED BY THE BIDDER. IF THE BID IS MADE BY A CORPORATION, THEN BY ITS PROPERLY AUTHORIZED AGENT.

Southside Environmental Group, LLC
(Name of Bidder or Bidders)

Being duly sworn do/es depose and say/s

that Southside Environmental Group, LLC (Matt & Jacob Schimley owners)
(Affiant or Affiants)

Reside/s at 465 Robbins Ave Niles, OH 44446
(Give business address of each bidder)

and that Southside Environmental Group (Matt & Jacob Schimley owners)
(Give names of all persons, firms, or corporations interested in the bid)

Are the only person(s) interested in the profits of the herein contained contract; that the said contract is made without any connection or interest in the profits thereof with any other person making any bid or proposal for said work; that the said contract is on (their) (its) part, in all respects fair, and without collusion or fraud, and, also, that no member of council, head of any department or bureau or employee therein, or any officer or the City of North Canton is directly, or indirectly, or interested therein.

[Signature]
Owner
(Title)

Subscribed and sworn to before me this 1st day of June, 2012,
County of Stark, State of Ohio.

My commission



Debra Schimley
NOTARY PUBLIC
OHIO
My Commission Exp. 01-23-13
[Signature]
(Notary Public)

VISITATION

TO: Michael J. Grimes
Director of Administration
CITY OF NORTH CANTON
145 NORTH MAIN STREET
NORTH CANTON, OHIO 44720

Dear Sir:

The undersigned has visited The North Canton Drinking Water Plant sludge lagoons and examined the project area/s and guarantees that the proposed work will meet all specific and intended parts of the plans and specifications. Prospective bidders are to contact **Rich Steinhebel** at 330-499-6473 to arrange for a visitation.

Date of Visit: 5/18/12

Company: Southside Environmental Group, LLC

Name: Marty Schimley

Title: Operations Manager

City Representative Signature: Rich Steinhebel

SCOPE OF WORK

This contract shall provide for the removal and disposal of sludge from lagoons located at the City of North Canton Drinking Water Plant located at 7300 Freedom Ave, NW, estimated at 20,000 C.Y. per year.

The Contractor will be responsible for:

1. Removal and disposal of all sludge. Handling, hauling, and disposal shall be done in accordance with applicable local rules and regulations as well as in accordance with the rules and regulations of the Ohio EPA.
2. Protection of all piping and valves located between each lagoon.
3. Observing safe and courteous driving habits on City property.
4. Satisfactory cleanup upon completion of work.
5. Spillage and cleanup of spillage during loading and transporting of sludge.

North Canton City Council
Finance and Property Committee

Ordinance No. – 2014

An ordinance repealing and replacing Ordinance No. 55 – 14 thereby authorizing the supplemental appropriation of funds of the City of North Canton, Ohio, to be appropriated from the unappropriated resources of the Capital Project Fund to the Facilities Account in the amount of \$625,000.00 for the current expenses during the fiscal year ending December 31, 2014, and declaring the same to be an emergency.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, STATE OF OHIO:

Section 1. To provide for the current expenses and other expenditures of the City of North Canton, Ohio, during the fiscal year ending December 31, 2014, the following funds, be, and are hereby set aside and appropriated as follows:

Appropriate From:

The unappropriated resources of the Capital Project Fund \$625,000.00

Appropriate To:

330 CAPITAL IMPROVEMENT FUND

330.308.5501 Facilities \$625,000.00

Section 2. That the Director of Finance of the City of North Canton, be, and is hereby authorized to issue warrants from appropriations established herein for the payment of vouchers duly approved by the proper departmental authority.

Section 3. That if a provision of this ordinance is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.

Section 4. That Ordinance No. 55 - 14 is hereby repealed and replaced and this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and peace of the City of North Canton, and further necessary to appropriate the funds to cover the cost of the Dogwood Swimming Pool liner and to protect that area from contamination and deterioration; wherefore, provided it receives the affirmative vote of six or more members of Council elected thereto, this ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Passed in Council this _____ day of _____, 2014

David Held, Mayor

SIGNED: _____, 2014

ATTEST:

Mary Beth Bailey, Clerk of Council

RECEIVED

OCT 27 2014

ADMINISTRATION
NORTH CANTON, OHIO



City of NORTH CANTON, OHIO

145 NORTH MAIN STREET
NORTH CANTON OHIO 44720-2587

LEGISLATION REQUEST

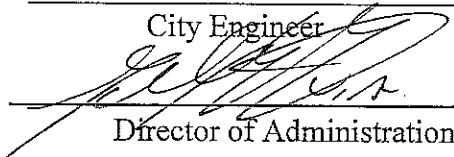
October 27, 2014

To: **Daniel J. Peters, President**
City Council

Subject: **DOGWOOD SWIMMING POOL LINER**

Requested By: 
City Engineer

Date: 10/27/2014

Approved By: 
Director of Administration

Date: 10/28/2014

A Request to Amend Section 3 of Ordinance No. **55-14** as follows:

330.308.5501

Facilities

625,000

Quotes were received by October 15, 2014 deadline; the lowest quote being:

\$603,985.00

EMERGENCY REQUESTED: Yes **X** No

RECEIVED

OCT 28 2014

COUNCIL OFFICE
NORTH CANTON, OHIO

North Canton City Council
Finance and Property Committee

Ordinance No. - 2014

An ordinance authorizing the Chief of Police of the City of North Canton to dispose of unclaimed property such as bicycles and bicycle parts in the custody of the Police Department by donating the unclaimed property to the Salvation Army, and declaring the same to be an emergency.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON,
COUNTY OF STARK, AND STATE OF OHIO:

- Section 1. That the Chief of Police of the City of North Canton, be, and is hereby authorized to dispose of unclaimed property such as bicycles and bicycle parts in the custody of the Police Department by donating the unclaimed property to the Salvation Army, a 501(c)(3) charitable organization.
- Section 2. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and peace of the City of North Canton and immediately necessary for the police department to donate the unclaimed property so the Salvation Army will be able to clean, repair and refurbish the bicycles for the holiday season; wherefore, provided it receives the affirmative vote of six or more members of Council elected thereto, this ordinance shall effect and be in full force immediately upon its adoption by Council and approved by the Mayor, Otherwise, it shall take effect and be in force from and after the earliest period allowed by law .

Passed in Council this _____ day of _____ 2014.

David Held, Mayor

Signed: _____, 2014

ATTEST:

Mary Beth Bailey, Clerk of Council



145 North Main St. · North Canton, OH 44720
Phone: 330-499-8223 Fax: 330-305-0603
mgrimes@northcantonohio.gov

CITY OF NORTH CANTON

Michael J. Grimes
Director of Administration

Legislation Request

To: Daniel J. Peters, Council President
Date: October 28, 2014
Subject: Legislation – Donation of Bicycles

I am requesting legislation that would authorize our Chief of Police to dispose of found unclaimed property that are bicycles or bicycle parts to be donated to the Salvation Army, a 501(c)(3) charitable organization.

The Police Department continually runs into a space storage situation for unclaimed bicycles between scheduled city auctions. Most of these bicycles are in very poor condition and do not bring in much auction money. The Salvation Army has a program that accepts donated bicycles and parts, reconditions them and gives them to youth in Stark County that may need but not able to afford a bicycle.

Ohio Revised Code 737.32 allows the Chief of Police to contribute property to public or nonprofit organizations when authorized by ordinance by the legislative authority of a municipal corporation.

I am asking that if so authorized, the ordinance be passed as an emergency after the required readings by Council so that the Chief of Police may clear his bicycle storage area as soon as possible.

EMERGENCY REQUESTED X YES NO

Respectfully Submitted,

Michael J. Grimes

Copy; Chief Stephan Wilder
File

RECEIVED

OCT 28 2014

COUNCIL OFFICE
NORTH CANTON, OHIO

737.32 Sale or donation of unclaimed property.

Except as otherwise provided in this section and unless the property involved is required to be disposed of pursuant to another section of the Revised Code, property that is unclaimed for ninety days or more shall be sold by the chief of police of the municipal corporation, marshal of the village, or licensed auctioneer at public auction, after notice of the sale has been provided by publication once a week for three successive weeks in a newspaper of general circulation in the county or as provided in section 7.16 of the Revised Code. The proceeds of the sale shall be paid to the treasurer of the municipal corporation and shall be credited to the general fund of the municipal corporation.

If authorized to do so by an ordinance adopted by the legislative authority of the municipal corporation and if the property involved is not required to be disposed of pursuant to another section of the Revised Code, the chief of police or marshal may contribute property that is unclaimed for ninety days or more to one or more public agencies, to one or more nonprofit organizations no part of the net income of which inures to the benefit of any private shareholder or individual and no substantial part of the activities of which consists of carrying on propaganda or otherwise attempting to influence legislation, or to one or more organizations satisfying section 501(c)(3) or (c)(19) of the Internal Revenue Code of 1986.

Amended by 129th General Assembly|File No.28, HB 153, §101.01, eff. 9/29/2011.

Effective Date: 09-29-1999



City of North Canton, Ohio

STEPHAN B. WILDER
Chief of Police



POLICE DEPARTMENT - CITY HALL
145 N. Main Street
North Canton, Ohio 44720-2501
Phone 330-499-5911
Fax 330-966-3731
www.northcantonpolice.org

Dedicated To Service and Protection

To: Michael J. Grimes, City Administrator

October 7, 2014

From: Chief Stephan B. Wilder

RECEIVED

Cc: Karen Alger, Finance Director
Tim Fox Law Director
Sgt. Doug Cardwell, Supervisor Property / Evidence

OCT 07 2014

ADMINISTRATION
NORTH CANTON, OHIO

Re: Disposition of unclaimed bicycles

Mr. Grimes:

The North Canton Police Department is in possession of unclaimed bicycles and would like to dispose of them other than using the city auction method. We would like to donate to the Stark County division of the Salvation Army bicycles that are in need of repair and would not have much value at sale. The Salvation Army has established a service where they will pick up the bikes, repair them, and freely give them away to youth throughout Stark County desiring a bike who may not be able to afford one.

We have several bicycles in good condition we plan to keep and sell in the city's future auction. In the past, bikes have been sold at auction in groups of five or six. A person may want only one bike and leaves the rest for the City to dispose of.

Donating the bicycles to the Salvation Army allows City and the police department to:

- Receive a tax credit for the donation.
- Free up space in the property room.
- Receive free pickup from the Salvation Army.
- Heightens the City of North Canton and the North Canton Police Department's efforts in maintaining positive public relations and services for the betterment of the Stark County community.

Sgt. Cardwell's efforts have the following in place:

- Contacted the Salvation Army Social Services Division for tax credit and pickup.
- Included the Ohio Revised Code (ORC) 505.108 for Disposition of unclaimed property.
- Up to date record of inventory for bicycles to be kept and /or donated.

I hope the administration and or council will consider the benefits of this generosity. One of our goals in this process is to produce within us a sense that we are capable of making a difference in the City of North Canton and the Stark County community and that we are actively addressing the needs of those around us, and that we are shaping our community into a healthier one.

Sincerely,

Stephan B. Wilder

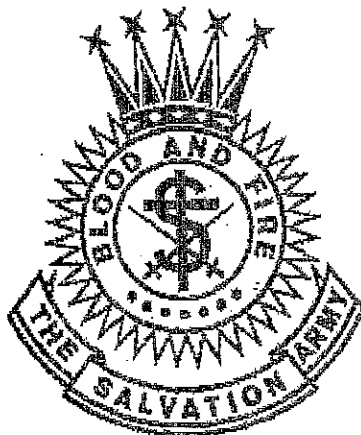
Chief Stephan B. Wilder

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OCT 24 2014

ADMINISTRATION
NORTH CANTON, OHIO

FACE SHEET



THE SALVATION ARMY OF CANTON
420 MARKET AVENUE SOUTH
CANTON, OHIO 44702

TODAY'S DATE

10/23/14

PLEASE DELIVER THIS TELECOPY TO

Chief Steve Wilcox

FROM:

MAJOR Leonard Brown

NUMBER OF PAGES INCLUDING THIS PAGE

3

COMMENTS

Tax Exempt Status Letter per your request. The Salvation Army is one corporation in 10 states.

IF THERE IS A PROBLEM WITH THIS TRANSMISSION OR A QUESTION, PLEASE
CONTACT LB AT (330) 453-8774 THROUGH
THE FAX OR (330) 453-0159 THROUGH OUR SWITCHBOARD.
THANK YOU!



Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248167147
Feb. 21, 2014 LTR 4168C 0
13-5562351 000000 00

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BODC: TE

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ADMINISTRATION
NORTH CANTON, OHIO

THE SALVATION ARMY
TERRITORIAL HEADQUARTERS
440 WEST NYACK ROAD
WEST NYACK NY 10994



005695

Employer Identification Number: 13-5562351
Person to Contact: Ms Wittwer
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Feb. 11, 2014, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in June 1933.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(i).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/efo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

Oct. 23. 2014 1:37PM

Salvation Army

No. 5530 P. 3

0248167147

Feb. 21, 2014 LTR 4168C 0

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OCT 24 2014

ADMINISTRATION
NORTH CANTON, OHIO

THE SALVATION ARMY
TERRITORIAL HEADQUARTERS
440 WEST NYACK ROAD
WEST NYACK NY 10994

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Susan M. O'Neill

Susan M. O'Neill, Department Mgr.
Accounts Management Operations

North Canton City Council
Finance and Property Committee

Ordinance No. – 2014

An ordinance authorizing the Director of Finance of the City of North Canton to establish a fund entitled Indoor Firearms Training Range Improvement Fund (Fund #334) for the purpose of accounting for the related revenue and expenditures associated with the updates to the indoor firearms training range.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON,
COUNTY OF STARK, STATE OF OHIO:

- Section 1. That the Director of Finance of the City of North Canton, be, and is hereby authorized to establish an Indoor Firearms Training Range Improvement Fund (Fund #334) for the purpose of accounting for the related revenue and expenditures associated with the updates to the indoor firearms training range.
- Section 2. That if a provision of this ordinance is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.
- Section 3. That this ordinance shall take effect and be in full force from and after the earliest period allowed by law.

Passed in Council this _____ day of _____, 2014

David Held, Mayor

Signed: _____, 2014

ATTEST:

Mary Beth Bailey, Clerk of Council



145 North Main St. · North Canton, OH 44720

Phone: 330-499-3986 Fax: 330-499-2080

citycouncil@northcantonohio.gov

CITY OF NORTH CANTON COUNCIL OFFICE

October 27, 2014

TO: Jeff Peters
President of Council

RE: Legislative request for establishing Fund-334 "Indoor Firearms Training Range Improvement Fund"

I am requesting that Council place on the agenda for the next Council meeting, the discussion of authorizing legislation creating a new Capital Improvement Fund entitled "Indoor Firearms Training Range Improvement Fund".

Therefore, the Indoor Firearms Training Range Improvement Fund is established for the purpose to accurately account for all amounts received and expended in conjunctions with the installation of new range ventilation controls; to meet all current safety standards including but not limited to system status, safe-to-shoot, do-not-shoot, range pressure, filter status, to make ready the range. The amount of \$50,000 per year for 5 years to accumulate to \$250,000 transferred from the Capital Improvement Fund.

If a contract for the fixed assets has not been entered into before the five-year period expires, the money is returned to the fund from which it was transferred or that was originally intended to receive it. Council may rescind the new capital projects fund at any time with the accumulated resources being returned to the fund from which they came.

Respectfully submitted,

Karen Alger
Director of Finance

C: Director of Law

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OCT 27 2014

COUNCIL OFFICE
NORTH CANTON, OHIO